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- 41 The plaintiff need not file any replication. *Skiffman vs. Jones*, 686
- 42 The return of a citation cannot be explained by parol. *Same case*, id.
- 43 Not even by the sheriff or his deputy. *Same case*, id.
- 44 The remedy in such a case is to call on the officer to amend. *Same case*, id.
- 45 If there be a replication, it may be read to the jury, to place before them a charge that might be made *ore tenus*. *Same case*, id.
- 46 The defendant cannot be admitted to demur to the evidence, unless he admit every fact which the jury might infer from it. *Same case*, id.
- 47 The courts recognise the signatures of judicial officers, appointed by the governor with the advice and consent of the senate. *Despau & al. vs. Swindler*, 705
- 48 A justice's certificate will not be rejected, because it does not bear date from his parish. *Same case*, id.

PRESCRIPTION.

- 1 Purchasers under the same title, without partition, cannot prescribe against each other. *Broussard vs. Duhamel*, 11
- 2 Does not run against the wife, although separated. *Pridmore vs. Dawson & al.* 161
- 3 The action *quantum minoris*, is prescribed by one year. *Mil- vs. Soubercase*, 287
- 4 Services rendered on board of the defendant's steam boat, cannot be connected with others on board of another, in which he was interested, in order to rebut the plea of prescription. *Chadwick vs. Waters*, 432
- 5 A sale not subscribed by the vendor, cannot be the basis of the prescription of ten years. *Bonne & al. vs. Powers*, 458
- 6 Damages for an injury are not recoverable by reconvention after one year. *Ritchie vs. Wilson*, 585
- 7 A parol admission of a claim does not enable a workman to repel the plea of prescription. *Lafon's heirs vs. his ex-ecutors*, 607

See EXECUTOR.

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PRIVILEGE.

See LAND—SALE.

PROMISSORY NOTE.

- 1 The act which requires the sum to be in words at full length, does not affect notes theretofore made. *White & al. vs. Brown & al.* 17
- 2 If the endorser reside at the distance of six miles, three or four days are too great a delay, in giving notice. *Reynolds vs. Buford,* 35
- 3 The indorsee cannot require that the maker be made a party and answer interrogatories. *Compton & al. vs. Paterson,* 164
- 4 A note endorsed by a partner, does not render the endorsee liable to the firm for latches. *Collins & al. vs. McCrummen & al.* 166
- 5 If the note be regularly endorsed, the plaintiff cannot be put on the proof of his right thereto. *Banks vs. Eastin,* 291
- 6 Unless it be alleged he did not come fairly by it. *Same case,* *id.*
- 7 A blank endorsement renders the note payable to bearer. *Same case,* *id.*
- 8 If the note alleged to be lost, be admitted to have been executed, and is proven to have been protested and returned to the plaintiff, he will not be compelled to give security. *Brent vs. Erwin,* 303
- 9 Parol evidence may be received of the endorsee's promise, after the protest, to pay. *Debuys vs. Mollere,* 319
- 10 A bank cannot contest the right of a person, who lodges a note for collection. *Canonge vs. Louis. State Bank,* 344
- 11 And is sueable for neglect in protesting and giving notice, before the plaintiff proceed against his endorsers. *Same case,* *id.*
- 12 The defendant cannot call in question the plaintiff's right to a note to which he has *prima facie* title. *Shaw & al. vs. Thompson,* 392

- 13 When a note is made payable at a particular place, payment must be demanded there, before a recourse can be had against the maker. *Miller vs. Croghan*, . . . 423
- 14 If a note be payable at the house of A. B., a demand at his dwelling house or office, is good. *Miller vs. Hennen*, . . . 587
- 15 An agreement, by the endorsee, after protest and notice, to receive pickets, on a deferred day, discharges the endorsee. *Millaudon vs. Arnous & al.*, . . . 596
- 16 A bank is not relieved from the obligation of due diligence, with regard to a note, received in collection, by the removal of the maker's domicile out of the city. *Louis. State Ins. Co. vs. Louis. State Bank*, . . . 610
- 17 What is full value, for a note is a question of law. *Flood & al. vs. Shamburg*, . . . 622
- 18 The endorser of a note after maturity, must allow every equitable defence to the maker. *Turcas vs. Rogers*, . . . 699

See SURETY.

REFEREES.

- 1) Whether a case may be sent before them, when a jury was prayed for? *Quere. Caulker vs. Banks*, . . . 532
- 2 A judge may refuse to send a cause before them, although there be long and intricate accounts. *Same case*, . . . *id.*

REGISTRY.

- When a lien results not from a contract, but from an act done, the want of a registry cannot be objected. *Miller & al. vs. Mercier & al.*, . . . 229

ROAD.

- 1 The right of the navigation company to make a road, on the bank of the Bayou St. John, is not a surrender of the sovereignty of the public. *Allard & al. vs. Lobau*, . . . 293
- 2 The right of the state to make roads is not limited to the banks of navigable rivers. *Same case*, . . . *id.*

See PRACTICE, 8.

SALE.

- 1 The acts of the vendor, after the sale, are against the vendee
evidence of fraud, in the former. *Martin vs. Reeves & al.* 22
- 2 So his declarations, as part *recum gestarum*. *Same case*, *id.*
- 3 A purchaser, at a probate sale, is not entitled to the action of
redhibition. *Pintard & al. vs. Deyris*, 32
- 4 A purchaser of land, at a probate sale, has no recourse against
the estate, for the value of improvements put up, by a
third party, if the land was sold, as it belonged to the
estate. *Rutherford's representatives vs. Martin's heirs*, 63
- 5 A sale, without delivery, does not prevail against a second,
accompanied by it. *Smoot & al. vs. Baldwin*, 84
- 6 The vendor cited in warranty, who admits he transferred and
delivered, but has a just title, does not admit the plain-
tiff's. *Calvit vs. Compton & al.*, 86
- 7 In the action of redhibition, the thing sold is given back, and
the price claimed. *Robert vs. Rodes*, 100
- 8 The acknowledgements of the vendor in the bill of sale, are
evidence against a subsequent vendee. *Martin vs. Cur-
tis & al.* 105
- 9 In a public sale to satisfy a mortgage, the mortgagee, if he
purchase, will be allowed to retain the price. *Bacon vs.
McNitt & al.*, 129
- 10 The purchaser is not necessarily in bad faith from the com-
mencement of the suit. *Prudhomme vs. Dawson & al.*, 161
- 11 No action of redhibition lies on a judicial sale. *Abal vs.
Casteres*, 220
- 12 The purchaser cannot withhold the price, on the ground,
he bought no title. *Same case*, *id.*
- 13 The remedy of the Spanish law against him, by imprison-
ment is not unconstitutional. *Same case*, *id.*
- 14 If the vendor promise, after the sale, to send the thing on
board of a vessel, and through the neglect of his clerk, it
be lost on the way, the vendee may withhold the price.
Lincoln & al. vs. Vioso, 325
- 15 A receipt acknowledging the payment of the price is evi-
dence of a sale. *Richard vs. Noland & al.* 338

- 16 If both parties after the sale remain in the house, the possession follows the title. *Same case*, id.
- 17 A purchaser, who bought, without the legal formalities, when sued by the vendee, cannot claim security against his title. *Ingrem & al. vs. Ingrem*, 369
- 18 A parish judge, as such, cannot certify a vendor's acknowledgement. *Seymour vs. Cooley*, 396
- 19 The vendee of a judgment debt may resist payment, if the suit had not ripened into a judgment at the time of the sale. *Henderson vs. Griffin*, 483
- 20 The first vendor may be sued on his warranty, by his immediate vendee, on the latter's vendee being evicted. *Goodwin vs. Cheneau's heirs*, 409
- 21 Unless the immediate vendee sold without a warranty, *Same case*, id.
- 22 The vendee is not disturbed by the recovery of an adverse claimant, in a suit to which he is not a party. *Exnicias vs. Weiss*, 480
- 23 If he who advances the price, take the bill of sale in his own name, he cannot be disturbed, till he be reimbursed. *Villars vs. Morgan*, 529
- 24 The words *I do sell*, in an instrument, amount to a sale, *Crocker vs. Neeley & al.* 583
- 25 The consent of the vendee may be given after the sale and proved *aliunde*. *Same case*, id.
- 26 Although the time to bring the action of rescission or *quantum minoris*, be elapsed, the vendee may successfully oppose the vendor's suit. *Davenport's heirs vs. Fortier & al.* 695
- 27 Although the action of *quantum minoris* does not lie on a judicial sale, on account of a vice or defect in the thing sold, the vendee may avail himself of a want of quantity. *Same case*, id.

See SHERIFF, 3, 4.

SHERIFF.

- 1 May amend his return, after a contest, in which its validity is attacked. *Aubert vs. Buhler & al.*

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- 2 And return an execution after the return day. *Same case.* - *id.*
- 3 If he levy, before the return day, he may sell after. *Same case,* - *id.*
- 4 A purchaser at a sheriff's sale, cannot be affected by a posterior irregularity. *Same case,* - *id.*
- 5 It is not a defence against his claim for fees, that he did not reside in the state, when the services were rendered. *Morgan vs. Mitchell,* - 576
- 6 When he is charged with a culpable breach of duty, the proof lies on the party, although it involve a negative. *Same case,* - *id.*
- 7 If slaves be committed to him as felons and runaways, he cannot release them, on their being discharged of the felony. *Same case,* - *id.*
- 8 It is not a good defence against his claim for keeping them, that they were not in close custody. *Same case,* - *id.*
- 9 If he fail to advertise a runaway slave, he cannot recover the legal fees. *Same case,* - *id.*
- 10 But he may the value of his services, if their detention was known to the owner, and he refused to take them. *Same case,* - *id.*
- 11 The parish judge's certificate that a sheriff's bond has been executed, with the consent of the justices, is evidence that they approved the sureties. *Whitehurst vs. Hickey & al.* - 589
- 12 And they are bound by it, though it be not recorded. *Same case,* - *id.*

SLAVE.

- 1 In a suit for killing a slave, presumptive evidence supports the verdict. *Crawford vs. Cheney,* - 142
- 2 If the defendant's plea, be not supported by evidence, and he appeal, damages will be given. *Same case,* - *id.*

See SHERIFF, 7, 10.



SURETY.

- That on a note cannot claim the benefit of the law relating to endorsees. *Guidrey vs. Fives*, - - - 659

USURY.

- 1 If more than lawful interest be stipulated for, the principal alone can be recovered. *Herman vs. Sprigg*, - - - 190
- 2 And the borrower is not bound to pay any interest. *Same case*, *id.*
- 3 Usury may be committed by taking lawful interest on more than is lent. *Flood & al. vs. Shaumburg*, - - - 622

WIDOW.

- 1 When she accepts the community, she is liable in the district court. *Flood & al. vs. Shaumburg*, - - - 622
- 2 When she has taken an active part, or made no inventory, she cannot renounce. *Same case*, - - - *id.*

WILL.

- 1 When it appears from it, it was read to the testator in presence of the witnesses, it matters not what expressions were used to convey the information. *Forstal & al. vs. Forstal*, - - - 367
- 2 The Spanish law did not require, that all the formalities required by law, should appear on the face of the will.—*Bonne & al. vs. Powers*, - - - 459
- 3 The validity of a will, not presented to the parish judge, cannot be inquired into the district court. *Bradford's exr's vs. Beauchamp*, - - - 473
- 4 Till it be presented, it cannot enable to present. *Same case*, *id.*

WITNESS.

- 1 When he has no interest in the event of the suit, but some on the question, the objection goes only to his credibility. *Broussard vs. Duhamel*, - - - 11
- 2 One, who is liable to costs, but has the means of securing himself, is a competent witness. *Cole & al. vs. McCrummen & al.* - - - 671

